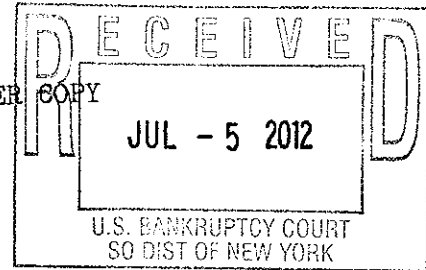


George W. McClain
3022 Imperial Valley Dr
Little Rock, Arkansas 72212

Phone: 501-225-7295
E-Mail: GMINC@sbcglobal.net

CHAMBER COPY



Retired salaried employe of General Motors
with unsecured claims for health care and life insurance benefits
Claim No. 9513, Page 6, Exhibit A, Debtors' 181st Omnibus Objection to Claims
Claim No. 21851, Page 6, Exhibit A, Debtors' 185th Omnibus Objection to Claims

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re	:	Chapter 11 Case No.
	:	
MOTORS LIQUIDATION COMPANY, et al.,	:	09-50026 (REG)
f/k/a General Motors Corp., et al.	:	
	:	
Debtors.	:	(Jointly Administered)
	:	

Response to the Debtors' Reply June 5, 2012 to George W. McClain's response to the 181st and 185th Omnibus Objection to Claims.

I respectfully request the Court to accept this supplement to the response I filed June 16, 2012.

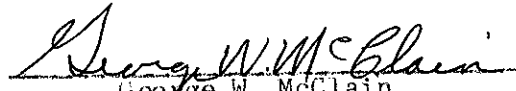
This supolement expands upon my response to item 28, page 14 of the Debtors' Reply wherein a false assumption is made that I never used the promise of permanent unalterable welfare benefits as a form of consideration inducing retirement.

Both Regional Manager Al Clark in discussions with him and Vice President V.K. Quinn in our telephone discussion following his letter of February 10, 1984 stressed that in the restructuring of the Little Rock Branch the structure of the Branch would be changed from a Control Branch to a Field Branch. They both stressed that with this change my position, if I declined the offer of early retirement, would be changed from the unclassified position of Control Branch Manager to the classified position of Field Branch Manager. With that change I would no longer be eligible for the supolemental life insurance but if I agreed to the offer of early retirement the supplemental life insurance would remain inforce.

A copy of the supplemental Group Life Certificate which confirms this fact is attached.

Contrary to the Debtors' false assumption this was also one of the considerations "inducing retirement".

Dated: Little Rock, Arkansas
July 2, 2012


George W. McClain



<input checked="checked" type="checkbox"/>	Certificate for Employees
<input type="checkbox"/>	Certificate for Assignees

Metropolitan Life Insurance Company

A Mutual Company Incorporated in New York State

(Herein called the Insurance Company)

Group Insurance Certificate

Name of Employee	}	George W. McClain
Social Security No.		-4781
Effective Date		January 1, 1977
Unit Code No.		955-99-81

The Insurance Company certifies that under and subject to the terms and conditions of Group Policy No. 24390-G issued to

GENERAL MOTORS CORPORATION

Affiliated and Subsidiary Companies

(Herein called the Employer)

the Employee named above is insured on the effective date shown above for the amount of Supplemental Group Life Insurance determined in accordance with Section D hereof.

The insurance evidenced by this certificate is subject in every respect to all of the provisions of the Group Policy. The provisions of the Group Policy principally affecting the Employee are set forth on the following pages of this certificate. All relevant provisions of the Group Policy, whether mentioned or not, apply to the insurance evidenced by this certificate.

Metropolitan Life Insurance Company,

Richard R. Shinn
President and Chief Executive Officer.

On file with the Insurance Company is an assignment dated January 12, 1977, assigning all rights, title, interests and incidents of ownership, both present and future, in Group Policy 24390-G and in those provisions of this certificate (including any replacement thereof, applicable rider and/or supplement thereto) issued with respect to the Employee, George W. McClain, Social Security No. 440-14-4781 that are subject to the provisions of Group Policy 24390-G.



U.S.

This Certificate replaces as to the insurance described herein any Certificates or Certificate Supplements previously delivered to the Employee under any Group Policy of General Motors Corporation and such prior Certificates or Certificate Supplements are void.

NOTICES TO THE EMPLOYEE

The insurance does not at any time provide paid-up insurance, or loan or cash values.

If you should cease active work for any reason, you should find out immediately from your Employer what arrangements, if any, can be made to continue your Supplemental Group Life Insurance in force and, if it can be continued, what arrangements you should make regarding any required contributions. If such arrangements cannot be made, or if made and you subsequently fail to make any contributions required by your Employer, you should find out from your Employer what further rights, if any, you have under Group Policy No. 24390-G.

Group Policy No. 24390-G provides that arrangements may be made with the Insurance Company whereby the amount of Supplemental Group Life Insurance payable at your death, will be left with the Insurance Company to earn interest or to be paid as an instalment income instead of in one sum. Information concerning such arrangements may be obtained from your Employer upon request.

~~In the event of the misstatement of your age, the amount of insurance shall be adjusted to the amount to which you would have been entitled under the Group Policy at your correct age.~~

In the event any designated Beneficiary should die before you, and your Beneficiary designation does not already provide for the disposition of the deceased Beneficiary's share of the amount of Life Insurance payable at your death, you should immediately contact your Employer with respect to designating a new Beneficiary.

The Home Office of the Insurance Company is located at 1 Madison Avenue, New York, New York 10010.

GROUP POLICY PROVISIONS PRINCIPALLY AFFECTING THE EMPLOYEE

SECTION A. ELIGIBILITY FOR INSURANCE

To be eligible for Supplemental Group Life Insurance, an Employee must be a person regularly employed in an unclassified salaried position by the Employer in the United States, or a person so employed outside of the United States or Canada whose services, if discontinued, would be discontinued by recall to the United States, and must be eligible to participate in the Employer's Incentive Program.

The Employee shall be eligible for Supplemental Group Life Insurance on the latest of (i) January 1, 1977, (ii) the first day of the calendar month next following the month in which employment with the Employer commences subsequent to the Employee's most recent date of hire, and (iii) the date the Employee becomes employed in an unclassified salaried position, provided that, in any case, the Employee was hired prior to attainment of age 60 and is insured for Basic Group Life Insurance under Group Policy No. 14000-G.

SECTION B. EFFECTIVE DATE OF INSURANCE

The Supplemental Group Life Insurance on the Employee shall become effective on the date of the Employee's eligibility, provided the Employee is then actively at work. The insurance on any Employee not actively at work on the date when insurance under the Group Policy would otherwise become effective shall become effective on the next following day on which the Employee is actively at work, provided that date is not more than 24 months later or, if such date is more than 24 months later, the Employee has not then broken recognized length of service as defined by the Employer.

SECTION C. INSURING CLAUSE

If the Employee dies while insured for Supplemental Group Life Insurance under Group Policy No. 24390-G, the amount of such insurance in force on account of the Employee at the date of the Employee's death shall be paid to the Beneficiary of record under Group Policy No. 24390-G.

SECTION D.

AMOUNT OF SUPPLEMENTAL GROUP LIFE INSURANCE

1. *Applicable prior to retirement —*

The amount of the Employee's Supplemental Group Life Insurance shall be equal to 3 times the Employee's annual base salary.

Annual base salary means 12 times the Employee's monthly base salary. If 3 times annual base salary is not a multiple of \$100, the amount of insurance shall be the next higher multiple of \$100. In any event, the maximum amount of insurance shall be determined in accordance with Group Policy No. 24390-G.

Any increase in the amount of insurance because of an increase in annual base salary prior to age 65 shall become effective on the date of such salary increase, and any decrease in the amount of insurance because of a reduction in

annual base salary shall become effective on the first day of the calendar month next following the date of such salary reduction, provided, in any case, the Employee is actively at work on the date of such salary increase or, in the case of salary reduction, on such first day. If the Employee is not actively at work on the date an increase or decrease in the amount of insurance would otherwise become effective, such increase or decrease shall become effective on the date the Employee returns to active work. No change in the amount of insurance because of a change in annual base salary will become effective after the Employee attains age 65.

2. *Applicable subsequent to retirement —*

The amount of the Employee's Supplemental Group Life Insurance on and after the date the Employee's retirement becomes effective under the provisions of the General Motors Retirement Program for Salaried Employees with benefits for normal or special early retirement, for total and permanent disability, at the option of the Employer, or under mutually satisfactory conditions, shall be 2% of the amount for which the Employee was insured on the day immediately preceding the effective date of the Employee's retirement, multiplied by the number of months, not in excess of 50, of recognized length of service, as defined by the Employer, which the Employee has accrued subsequent to December 31, 1976. If the amount so determined is not a multiple of \$100, the amount of insurance shall be the next higher multiple of \$100.

For the purposes of this item 2, any fraction of a month shall be counted as a full month.

SECTION E. BENEFICIARIES

The Beneficiary is the person or persons designated by the Employee, on a form approved by the Insurance Company and filed with the records maintained by the Employer in connection with the insurance under the Group Policy, to receive upon the Employee's death the amount of Supplemental Group Life Insurance then payable. The Employee may change the Beneficiary at any time by filing written notice thereof on such a form with the Employer. Consent of the Beneficiary shall not be requisite to any change of Beneficiary. The provisions of the two preceding sentences are subject to any provision or rule of law governing the right to change the beneficiary applicable to an Employee resident in Canada. After receipt of such written notice by the Employer, the change shall relate back and take effect as of the date the Employee signed said written notice of change, whether or not the Employee is living at the time of such receipt, but without prejudice to the Insurance Company on account of any payment made before receipt of such written notice.

If, at the death of the Employee, there shall be more than one designated Beneficiary, then, unless the Employee shall have specified the respective interests of such Beneficiaries, the interests of such Beneficiaries shall be several and equal.

If any designated Beneficiary shall die before the Employee, the rights and interests of such Beneficiary shall thereupon automatically terminate. If, at the death of the Employee,

there be no designated Beneficiary as to all or any part of the Supplemental Group Life Insurance payable, then the amount of Supplemental Group Life Insurance payable for which there is no designated Beneficiary shall be payable to the estate of the Employee, provided, however, that the Insurance Company may, in such case, at its option, pay such amount to any one of the following surviving relatives of the Employee: wife, husband, mother, father, child or children; and payment to any one or more of such surviving relatives shall completely discharge the Insurance Company's liability with respect to the amount of insurance so paid.

The designation by the Employee of a Beneficiary under an individual policy of Life Insurance issued in accordance with the provisions described in Section G hereof, other than the Beneficiary of record of the Employee filed with the Employer under Group Policy No. 24390-G, shall effect a change of Beneficiary under such Group Policy to the Beneficiary of record under such individual policy, regardless of whether or not written notice of such change is filed with the Employer.

SECTION F.

CESSATION OF SUPPLEMENTAL GROUP LIFE INSURANCE

The Supplemental Group Life Insurance shall automatically cease on the earliest of the following dates:

- (a) The date the Employee ceases to be eligible to participate in the Employer's Incentive Program;
- (b) The date the Employee ceases to be in an unclassified salaried position for any reason other than retirement;
- (c) The day immediately preceding the date of the Employee's retirement under circumstances other than as specified in item 2 of Section D hereof;
- (d) The date of cessation of the Employee's Basic Group Life Insurance under Group Policy No. 14000-G;
- (e) The date of discontinuance of Group Policy No. 24390-G;
- (f) If any required contribution to the cost of the Employee's Supplemental Group Life Insurance under Group Policy No. 24390-G is not made when due, the last day of the calendar month preceding the calendar month for which such contribution was due.

SECTION G. PRIVILEGE OF OBTAINING AN INDIVIDUAL POLICY OF LIFE INSURANCE

1. Upon written application made to the Insurance Company within 31 days after

- (i) the date of cessation of the Employee's Supplemental Group Life Insurance due to the cessation of Basic Group Life Insurance under Group Policy No. 14000-G, except in the event that such cessation of Basic Group Life Insurance is due to the discontinuance of such Group Policy, or
- (ii) the date of cessation of the Employee's Supplemental Group Life Insurance in accordance with item (c) of Section F hereof, or

- (iii) the date of the discontinuance of Group Policy No. 24390-G, provided such date is 5 years or more after the effective date of the Employee's Supplemental Group Life Insurance,

the Employee shall be entitled to have an individual policy of Life Insurance only, without Disability or Accidental Means Death Benefits, issued by the Insurance Company, without evidence of insurability, subject to the following conditions and provisions:

- (A) Such individual policy shall be upon one of the forms then customarily issued by the Insurance Company, except Term Insurance, and
- (B) the premium for such individual policy shall be the premium applicable to the class of risk to which the Employee belongs and to the form and amount of the individual policy at the Employee's attained age at the date of issue of such individual policy, and
- (C) the amount of such individual policy shall be equal to (or at the option of the Employee less than) the amount of the Employee's Supplemental Group Life Insurance under Group Policy No. 24390-G on whichever of the dates specified in items (i), (ii), and (iii) above is applicable, except that if the Employee's Supplemental Group Life Insurance ceases under the circumstances described in item (iii) above, the amount of such individual policy shall not exceed the amount determined in accordance with the applicable provisions of Group Policy No. 24390-G.

2. Any individual policy of Life Insurance so issued shall become effective not earlier than the expiration of the 31-day period during which application for such individual policy may be made. If, however, the Employee dies during such 31-day period, the Insurance Company shall pay to the Employee's Beneficiary of record under Group Policy No. 24390-G, whether or not the Employee shall have made application for such individual policy, the maximum amount of Life Insurance for which an individual policy could have been issued under the provisions described in this Section G.

SECTION H. ASSIGNMENT

The Employee may transfer by absolute and irrevocable assignment all the Employee's rights, title, interests and incidents of ownership, both present and future, under Group Policy No. 24390-G. No assignment shall be binding upon the Insurance Company unless it is in a form acceptable to the Insurance Company and until it has been accepted and filed at the Home Office of the Insurance Company. The Insurance Company and the Employer assume no obligation as to the validity or sufficiency of any assignment.

An assignment made pursuant to the above will not destroy the right to the death benefits of a beneficiary (or beneficiaries) last designated prior to such assignment and will leave unimpaired any Optional Mode of Settlement previously elected pursuant to the provisions entitled "Optional Modes of Settlement" of Group Policy No. 24390-G relating to the death benefits payable to such beneficiary (or beneficiaries) in effect at the time of the assignment, if the assignee does not revoke the interest of such beneficiary (or beneficiaries), and if such beneficiary (or beneficiaries) survives the Employee.